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TRACEY CORDES, CLERK

U.S. DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN

BY: mkc / SCANNED BY: [Signature]

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6 Defendant in Pro Se

1:15-cv-130

Janet T. Neff
U.S. District Judge

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE WESTERN DISTRICT OF MICHIGAN**

10 **LESA WERME**

11 Plaintiff,

12 vs.

13 **MORTGAGE CENTER, LLC; and DOES**
14 **1-10, inclusive**

15 Defendants

Case No. :

**VERIFIED COMPLAINT FOR
DAMAGES, RESTITUTION, AND
INJUNCTIVE RELIEF**

1. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT;
2. ACCOUNTING;
3. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS; and
4. INJUNCTIVE RELIEF

DEMAND FOR TRIAL BY JURY

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COMES NOW Plaintiff, LESA WERME ("Plaintiff") and for her Complaint against Defendant MORTGAGE CENTER, LLC, plaintiff alleges as follows:

I. PARTIES

1. Plaintiff LESA WERME ("LESA") is an individual, and at all relevant times a resident of the county of Allegan.

2. Plaintiff is the sole owner of the residential real property commonly known as 671 Spear Street, Saugatuck, Michigan 49453 (hereinafter, "Subject Property"), and more particularly described as:

See Exhibit 1

3. Plaintiff is informed and believes and thereon alleges at all times mentioned herein, defendant MORTGAGE CENTER, LLC, (hereinafter referred to as "MCL") is a Michigan company that maintains a registered agent in Oakland County, Michigan.

4. Defendant DOES 1-10 are sued by their fictitious names, their true names and capacities are unknown to Plaintiff.

5. Plaintiff believes that each fictitiously named Defendant DOE 1-10 is a person or entity who participated in, assisted, was retained by, or counseled by one of the other Defendant's herein in connection with the acts alleged herein of which Plaintiff complains. At all times herein mentioned each defendant was an agent, officer, board member, servant, employee, partner, joint venturer of the other defendants and each of them and all times herein mentioned, each defendant was acting within the course and scope of this relationship as an officer, board member, agent, servant, employee, partner or joint venturer of the other defendants, and each of them.

6. Defendants DOES 1-10, inclusive, are sued under fictitious names. When their true names and capacities are known, Plaintiff is informed and believes and thereon alleges that each of these fictitiously named defendants is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to and proximately thereby caused the injuries and damages to Plaintiff as hereinafter alleged, or claims some right, title, estate, lien, or interest in the residence adverse to Plaintiff's title. Said claims, constitute a cloud

on Plaintiff's title in property, and are a result therefrom unlawful or fraudulent acts that resulted in injury to Plaintiff's property.

II. JURISDICITON AND VENUE

7. Subject-matter jurisdiction for this Court exists: pursuant to 28 U.S.C. Section 1331, because this is an action brought by a consumer for violations of the Fair Debt Collection Practices Act (hereinafter "FDCPA") (any reference to the FDCPA or any party thereof encompasses all relevant parts and subparts thereto) 15 U.S.C. §1692 et seq.

8. The Court has personal jurisdiction over Defendant because they specifically engaged in conduct injurious to Plaintiff who is located in the county of Allegan, state of Michigan. Defendant did this with the full knowledge that Plaintiff was and is in the state of Michigan and county of Allegan, and that their actions would cause injury to Plaintiff in the state of Michigan.

9. Plaintiff is a residents of Allegan County, Michigan. Plaintiff's home which is the subject of this litigation, is in Allegan County, Michigan. Defendant regularly conduct business in this district. Each Defendant is, upon information and belief, operates in Michigan and routinely does business in county of Allegan, Michigan.

10. Venue is proper in the United States District Court for the District of Michigan pursuant to U.S.C. section 1391.

III. INTRODUCTION

11. Plaintiff is proceeding, pro se in this case. Therefore, this Court must construe this claim liberally and hold it to a less stringent standard than the Court would apply to a pleading drafted by a lawyer. See, *Laber v. Harvey*, 438 F.3d 404, 413 n. 3 (4th Cir. 2006).

(a) In *Picking*, the plaintiff's civil rights were 150 pages long and described by a Federal Judge as "inept." The Court held that where a plaintiff pleads pro-se in a suit for protection of civil rights, the court should endeavor to construe plaintiff's pleading without regard to technicalities. *Picking v. Pennsylvania Railway*, (151 F2d. 240) (N.J. is in 3r Cir.), Third Circuit Court of Appeals.

(b) In *Walter Process Equipment v. Food Machinery*, 382 U.S. 172 (1965) it was held that in a "motion to dismiss, the material allegations of the complaint are taken as admitted."

1 From this vantage point, courts are reluctant to dismiss complaints unless it appears the plaintiff
2 can prove no set of facts to support of his claim which would entitle him to relief. (See, *Conley*
3 *vs. Gibson*, 335 U.S. 41 (1957).

4 12. Moreover, Plaintiffs claim that statements of counsel in motion, briefs or in oral
5 arguments are not facts before this Court. (See, *Trinsey v. Pagliaro*, 229 F. Supp. 647).

6 13. Plaintiff in this action is a victim of unlawful acts perpetrated by Defendant, in
7 efforts to unlawfully foreclose on Plaintiff's property. In doing so, Defendant has made
8 numerous violation of the FDCPA.

9 IV. GENERAL ALLEGATIONS

10 A. PLAINTIFF IS **NOT** IN DEFAULT ON HER MORTGAGE LOAN

11 14. On or about January 10, 2014 received a Paid Off Correspondence from Kenneth
12 Martin the President of MCL stating that MCL's recorders indicated that Plaintiff has paid off
13 mortgage loan number ***-*****7147 (Ex.2)

14 15. Plaintiff contacted MCL on or about January 11, 2014 to inquire about the Paid
15 Off Correspondence. To date Plaintiff has not received a response from MCL. Plaintiff believed
16 that there were some accounting issues therefore she continued to make her monthly mortgage
17 payments. Plaintiff is informed and believes and therefore alleges that she is not in default on her
18 mortgage loan.

19 16. Plaintiff continued to make her payments for January, February, March and April
20 of 2014. When Plaintiff made her May 2014 payment it was returned by defendant MCL stating
21 that Plaintiff's loan was in default, believing that MCL had made some accounting errors
22 plaintiff contacted MCL. MCL has not responded to plaintiffs request for an accounting or
23 provided plaintiff with an explanation for the returned payment.

24 17. Plaintiff continued to make her monthly payments, believing that MCL made an
25 accounting error, her payments for June, July, and August 2014 were returned to her. Plaintiff
26 has made continuous phone calls to MCL to inquire about her payments and account, to date all
27 of her inquiries have gone unanswered. Plaintiff made the September 2014 payment and MCL
28 accepted the payment.

1 18. On January 05, 2015, Plaintiff received a notice from Orlans, an attorney firm
2 representing defendants MCL, stating that plaintiff's mortgage was in foreclosure and that she
3 had 30 days from the date of the letter to dispute the debt. On February 10, 2015, Plaintiff mailed
4 a debt validation letter to Orlans. Orlans and defendant MCL have failed to respond to the debt
5 validation letter.

6 19. On January 21, 2015 a foreclosure legal notice was published announcing a
7 February 19, 2015 sheriff's sale of the subject property.

8 20. On January 29, 2015 an Assignment of Mortgage ("Assignment") was filed in the
9 Allegan County Register of Deeds. Mortgage Electronic Registrations Systems, as nominee for
10 Novastar Home Mortgage, Inc. assigned and transferred the debt to MCL. The Assignment was
11 witnessed and signed by Alina White as an Assistant Secretary of MERS as nominee of Novastar
12 Home Mortgage, Inc.

13 21. Plaintiff alleges that Alina White is a Vice President Loan Administrator for
14 defendant MCL.

15 **TIME LINE OF PAYMENTS AND EVENTS**

16 22. Below is a time line of payments and events that is prima facie evidence that the
17 Plaintiff is NOT in default on her mortgage loan:

- 18 • August 14, 2013 plaintiff made a mortgage payment by check in the
19 amount of \$1,430.54. (Ex.3)
- 20 • September 13, 2013 plaintiff made a mortgage payment by check in the
21 amount of \$1,430.54. (Ex.4)
- 22 • October 7, 2013 plaintiff made a mortgage payment by check in the
23 amount of \$682.61. (Ex.5)
- 24 • November 1, 2013 plaintiff made a mortgage payment by check in the
25 amount of \$2,250.00. (Ex.6)
- 26 • November 27, 2013 plaintiff sent a letter to Kenneth Martin to inquire
27 about her account. (Ex.7)
- 28 • December 1, 2013 plaintiff made a mortgage payment by check in the
amount of \$1,430.54. (Ex.8)
- January 1, 2014, plaintiff made a mortgage payment by check in the
amount of \$1,430.54. (Ex.9)
- January 10, 2014 plaintiff received a letter from the MCL from Kenneth
Martin stating that the plaintiff's mortgage loan with MCL was paid off.
(Ex.10)

- 1 • February 1, 2014, plaintiff made a mortgage payment by check in the
2 amount of \$1,430.54. (Ex.11)
- 3 • March 1, 2014, plaintiff made a mortgage payment by check in the amount
4 of \$1,430.54. (Ex.12)
- 5 • April 1, 2014, plaintiff made a mortgage payment by check in the amount
6 of \$1,430.54. (Ex.13)
- 7 • May 1, 2014, plaintiff made a mortgage payment by check in the amount
8 of \$1,430.54. On or about May 10, 2014, plaintiff received a letter and the
9 May 2014 mortgage check from LaNedra Johnson ("JOHNSON"), a
10 senior member loan counselor employed by MCL. The letter stated that
11 the plaintiff's mortgage payment was being returned and that the mortgage
12 payment sent in by plaintiff did not satisfy the balance due. (Ex.14)
- 13 • June 1, 2014, plaintiff made a mortgage payment by check in the amount
14 of \$1,430.54. On or about June 16, 2014, plaintiff received a letter and the
15 June 2014 mortgage check from JOHNSON. The letter stated that the
16 plaintiff's mortgage payment was being returned and that MCL could not
17 accept the partial balance due which was purportedly \$3,075.67. (Ex.15).
18 Plaintiff did not have a balance due because plaintiff was never in default
19 on her loan.
- 20 • July 1, 2014, plaintiff made a mortgage payment by check in the amount
21 of \$1,430.54. On or about July 5, 2014, plaintiff received a letter and the
22 July 2014 mortgage check from JOHNSON. The letter stated that the
23 plaintiff's mortgage payment was being returned and that MCL could not
24 accept the partial payment. (Ex.16). Plaintiff did not have a balance due
25 because plaintiff was never in default on her loan.
- 26 • On or about July 17, 2014, plaintiff received a letter from JOHNSON
27 stating that the Notice of Default in Mortgage and Notice of Intent to
28 Accelerate Loan will be expiring shortly (Ex.17).
- August 1, 2014, plaintiff made a mortgage payment by check in the
amount of \$1,430.54. On or about August 5, 2014, plaintiff received a
letter and the August 2014 mortgage check from JOHNSON. The letter
stated that the plaintiff's mortgage payment was being returned and that
MCL could not accept the partial payment. (Ex.18).
- September 1, 2014, plaintiff made a mortgage payment by check in the
amount of \$1,430.54. (Ex.19) Defendant MCL accepted the September 1,
2014 payment.
- September 17, 2014, Plaintiff received a Notice of Default in Mortgage
and Notice of Intent to Accelerate Loan. (Ex.20)
- October 16, 2014, plaintiff received a mortgage statement which reflects
that the payment that defendants mailed back to plaintiff was not
accounted for. (Ex.21)
- November 01, 2014, plaintiff received a real estate payment coupon
reflecting that plaintiff's payment was \$1,430.54. (Ex.22)
- January 5, 2015, plaintiff received a letter from Orleans Associates, P.C.
("ORLANS") stating that they represent defendant MCL and they are debt
collectors attempting to collect a debt. (Ex.23)

- January 6, 2015, plaintiff received a letter from ORLANS stating that plaintiff's mortgage loan has been referred to the firm for foreclosure. (Ex.24)
- January 29, 2015, an Assignment of Mortgage was recorded with the Allegan County Register of Deeds as document number 2015001714. (Ex.25)

23. Plaintiff alleges that she is not in default and that MCL is attempting to fraudulently steal plaintiff's home.

FIRST CLAIM FOR RELIEF
VIOLATION OF THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT
(FDCPA), 15 U.S.C. § 1692 ET SEQ.

24. Plaintiff incorporates the allegations in all preceding paragraphs as if fully set forth herein.

25. Defendant is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

26. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

27. Defendant has violated the FDCPA in connection with its attempts to collect an account against Plaintiff. Defendant's violations include, but are not limited to, 15 U.S.C. § 1692d, 1692e, 1692e(2)(A), 1695e(5), 1692e(8), 1692e(10), 1692g 1692i.

28. Defendant engaged in conduct of which the natural consequence of which is to harass, oppress, or abuse Plaintiff in connection with the collection of a debt. Defendant used false, deceptive, or misleading representations or means in connection with the collection of a debt which was supported by the unauthenticated assignment.

29. Further, there is no specific amount of value indicated on this assignment; even if Defendant were able to provide an authenticated Power of Attorney. (Plaintiff wants to reserve the right to petition the Notary's log for authentication and validation.) An accounting that is signed and dated by the person responsible for the account has not been produced. Claim of damages, to be admissible as evidence, must incorporate records such as a general ledger and accounting of the alleged debt, the person responsible for preparing and maintaining the account general ledger must provide a complete accounting which must be sworn to and dated by the person who maintained the ledger. See *Pacific Concrete F.C.U. V. Kauano*, 62 Haw. 334, 614

1 P.2d 936 (1980), *GE Capital Hawaii, Inc. v. Yonenaka* 25 P.3d 807, 96 Hawaii 32, (Hawaii App
2 2001), *Fooks v. Norwich Housing Authority* 28 Conn. L. Rptr. 371, (Conn. Super.2000), and
3 *Town of Brookfield v. Candlewood Shores Estates, Inc.* 513 A.2d 1218, 201 Conn.1 (1986).

4 30. Non-judicial foreclosure, attempting to seize property is a violation of FDCPA 15
5 USC 1692i.

6 31. Defendants violated FDCPA by failing to validate the alleged debt as required by
7 15 USC 1692g.

8 32. Plaintiff alleges that Defendant routinely ignored, and through their actions
9 continued to violate FDCPA rules to enhance their own profits.

10 33. Defendant's conduct was negligent or willful or both, rendering it liable for
11 attempting to collect fees, interest, and expenses from Plaintiff that are not authorized by any
12 agreement or permitted by law, in violation of 1692f(1).

13 34. Defendant's conduct was negligent or willful or both, rendering it liable for
14 failing to cease collection of an alleged debt, and not providing proper validation of the alleged
15 debt to Plaintiff, 1692g(b).

16 35. As a result of the foregoing violations, Defendant is liable for actual damages,
17 including general damages and special damages in an amount to be proven at trial, but not less
18 than \$2,000 per Plaintiff, pursuant to 15 U.S.C. §1692k(a)(1).

19 36. As a result of the foregoing violations, Defendant is liable for actual damages,
20 including general damages and special damages in an amount to be proven at trial, but not less
21 than \$1,000 per Plaintiff, pursuant to 15 U.S.C. § 1692k (a)(2)(A).

22 37. As a result of the foregoing violations, Defendant is liable for costs and
23 reasonable attorney's fees pursuant to 15 U.S.C. § 1692k (a)(3).

24 38. As a result of the foregoing violations, Defendant should be enjoined from
25 employing any of the unlawful conduct, methods, acts, or practices under the FDCPA alleged
26 herein or proven at trial.

27 39. An actual controversy has arisen and now exists between Plaintiff and Defendant
28 concerning their respective rights and duties under the FDCPA. A judicial declaration that

1 Defendant's actions violated the FDCPA is necessary so that all parties may ascertain their rights
2 and duties under the law.

3 40. Based on the allegations above and further set forth herein, Defendant violated 15
4 U.S.C. §1692d by (1) engaging in conduct the natural consequence of which is to harass,
5 oppress, or abuse plaintiff without limitation; (2) Continuing to pursue collection of disputed and
6 unverified debt; (3) attempting to foreclose on Plaintiff's property; (4) forcing Plaintiff to defend
7 against an invalid action. Defendant knew or should have known that it has engaged in such
8 conduct, and the said consequences thereof.

9 41. Upon information and belief, Defendant has communicated credit information to
10 persons, including but not limited to credit reporting bureaus or agencies, with respect to
11 Plaintiff, which it knew or should have known to be false - including without limitation
12 allegations that Plaintiff owed the purported debt which is the subject of this action, and/or that
13 Plaintiff owes said debt to Defendants and/or that Defendants are the original creditor of said
14 alleged debt.

15 42. Upon information and belief, Defendant, is in violation of 15 U.S.C. §1692e(8),
16 because Defendant failed to communicate to Plaintiff, other persons and entities, including credit
17 bureaus, and persons yet to be determined, that Plaintiff has disputed the alleged debt.

18 43. An actual controversy has arisen and now exists between Plaintiff and Defendant
19 concerning their respective rights and duties under FDCPA. A judicial declaration that
20 Defendant's actions violated the FDCPA is necessary so that all parties may ascertain their rights
21 and duties under the law.

22 44. By falsely representing that Defendants are either an assignee of an original
23 creditor, and/or that said assignment constitutes a proper, competent, or valid assignment
24 between Defendant and the original creditor of any alleged debt by any alleged original creditor
25 to Defendant, and/or that Defendant is the original creditor, Defendant has made material, false
26 and misleading representations, and has further communicated to Plaintiff and other persons
27 credit information which is known or which should be known to be false, including the above,
28 the failure to communicate that a disputed debt is disputed, the "re-aging" of said debt, the false
and misleading representation and impression that Defendant is the original creditor of said debt,

1 and other material false and misleading representations, and has violated 15 U.S.C. §1692e, 15
 2 U.S.C. §1692e(8), §1692e(2)(A), § 1692e(5), § 1692e(10) and § 1692f. Defendant either knew or
 3 should have known all of the above.

4 45. Under the FDCPA 15 U.S.C. § 1692f - A debt collector may not use unfair or
 5 unconscionable means to collect or attempt to collect any debt; taking or threatening to take any
 6 non-judicial action to effect dispossession or disablement of property if—(A) there is no present
 7 right to possession of the property claimed as collateral through an enforceable security interest.
 8 In *Armacost v. HSBC Bank USA*, No. 10-CV0274-EJL-LMb, 2011 WL 825151 (D. Idaho Feb. 9,
 9 2011) the plaintiff generally alleged violations of 15 U.S.C. § 1692f and argued that defendant
 10 did not have standing to foreclose on the deed of trust. Defendant here also does not have
 11 standing to foreclose. The court first noted that the definition of “debt collection” found in 15
 12 U.S.C. § 1692a(6) included the following sentence: “For the purpose of section 1692f(6) of this
 13 title, [a debt collector] also includes the principal purpose of which is the enforcement of security
 14 interests.” *Id.* It then explained that 15 U.S.C. § 1692f(6) prohibits a debt collector from “taking
 15 or threatening to take any non-judicial action to effect dispossession or disablement of property
 16 if (A) there is no present right to possession of the property claimed as collateral through an
 17 enforceable security interest” *Id.* at n.5 (quoting 15 U.S.C. §1692f(6)). The case stated, “if ‘debt
 18 collection’ generally included the enforcement of a security interest, the language specifying so
 19 for the purposes of §1692f(6) would be surplus, and such a construction would violate a ‘long
 20 standing canon of statutory construction that terms in a statute should not be construed so as to
 21 render any provision of that statute meaningless or superfluous.” *Id.* (quoting *Beck v. Prupis*, 529
 22 U.S. 494, 506 (2000)) (footnote omitted). The court thus concluded that while “a non-judicial
 23 foreclosure action generally does not constitute a “debt collection activity” under the FDCPA,”
 24 an exception to this rule existed for claims under 15 U.S.C. 1602f(6) *Id.*

25 46. The FDCPA, §1692k, provides for actual damages, statutory damages up to one-
 26 thousand dollars (\$1,000.00) per violation, costs of the action, and reasonable attorneys’ fees.
 27 Plaintiff has suffered actual damages as the proximate and actual cause and result of the
 28 violations of the FDCPA by Defendants to be determined at trial. Defendant is liable to Plaintiff
 for statutory damages as prescribed by §1692k (a)(2)(A), actual damages pursuant to §

1 1692k(a)(1) in an amount to be determined at time of trial, and reasonable attorneys' fees and
2 costs pursuant to §1692k(a)(3).

3 47. Courts will carefully scrutinize non-judicial foreclosures and set them aside if the
4 borrower's rights have been violated. *Stirton v. Pastor* (1960) 2 Cal. Rptr. 135, 177 Cal. App. 2d
5 232.

6 48. Plaintiff hereby prays for actual damages under the FDCPA, and for statutory
7 damages as set forth above for each and every violation of the FDCPA proven at the trial of this
8 case, and reasonable attorneys' fees and costs thereunder.

9 **SECOND CLAIM FOR RELIEF**
10 **ACCOUNTING**

11 49. Plaintiff re-alleges and incorporates by reference all the preceding paragraphs as
12 though fully set forth herein.

13 50. Plaintiff is a consumer as set forth above and the alleged debt owed is a consumer
14 debt pursuant to the FDCPA.

15 51. Defendant is a debt collector in the business of collecting debts.

16 52. The elements for a claim for accounting are: (i) a fiduciary relationship or other
17 circumstances appropriate to the remedy, and (ii) a balance due from the plaintiff to defendant
18 that can only be ascertained by an accounting.

19 53. Defendant MCL has held itself out to be plaintiff's creditor and mortgage
20 servicer. As a result of this purported relationship, said defendant has a duty to plaintiff to
21 properly account for payments made by plaintiff. Moreover, a fiduciary relationship between the
22 parties is not required to state a cause of action for accounting. All that is required is that some
23 relationship exists that requires an accounting.

24 54. Plaintiff has made her mortgage payments on time since 2004. Plaintiff believes
25 and is informed that the amount claimed due and owing at the time of the Notice of Default of
26 \$7,744.94, is not correct.

1 55. Plaintiff has a reasonable and good faith belief that the claimed arrearages include
2 improper excess charges and fees imposed by the defendant without plaintiff's knowledge or
3 consent, which are not allowed by law.

4 56. It would be inequitable and unconscionable for defendants to retain the profit,
5 benefit, and other compensation they obtained from their fraudulent, deceptive, and misleading
6 conduct alleged herein. Therefore, these monies are due to be credited back to plaintiff in full.

7 57. The actual amount of the arrearages on plaintiff's loan and the actual amount of
8 money due from plaintiff to defendant, and vice versa, is unknown to plaintiff and cannot be
9 ascertained without an accounting of the receipts and disbursements of the aforementioned
10 transactions.

11
12 **THIRD CLAIM FOR RELIEF**
13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

14 58. Plaintiff incorporates the allegations in all preceding paragraphs as if fully set
15 forth herein.

16 59. Defendant's acts and/or omissions were done intentionally and/or with gross
17 indifference to Plaintiff's rights.

18 60. Plaintiff's emotional distress includes, but is not limited to, extreme
19 humiliation, anxiety and a loss of sleep. As a result of the Defendant's conduct, Plaintiff has
20 suffered compensatory, general, and special damages in an amount according to proof.
21 Additionally, Defendant acted with malice, fraud and/or oppression, by attempting to take
22 Plaintiff's property through foreclosure when they have no legal right to do so, and thus,
23 Plaintiff is entitled to an award of punitive damages.

24
25 **FOURTH CLAIM FOR RELIEF**
26 **INJUNCTIVE RELIEF**

27 61. Plaintiff incorporates the allegations in all preceding paragraphs as if fully set
28 forth herein.

62. At all times relevant, Defendant, has wrongfully and unlawfully threatened Plaintiff's quiet enjoyment and use of her real property.

63. Defendant threatened conduct, unless and until enjoined and restrained by this Court will cause great and irreparable injury to Plaintiff in that it Plaintiff will be deprived of the quiet use and enjoyment of her real property.

64. Not only did Defendant threatened conduct cause great and irreparable harm to Plaintiff unless and until enjoined, that same threatened conduct will cause great and irreparable harm to Plaintiff's family.

65. In this case, the irreparable harm that Plaintiff will suffer is obvious and enormous. Plaintiff will lose her real property and will be ultimately evicted from her home. Plaintiff will incur the cost and emotional distress of losing her home and repairing her further damaged credit history. Undeniably, Plaintiff will suffer severe damages.

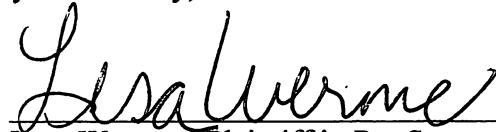
CONCLUSION

Here, Defendant does not have standing or the enforceable right to take possession of Plaintiff's Property, because of the failure to comply with strict statutory, legal contractual duties. Said action will result in the wrongful foreclosure of the Property. Being that Defendant is a debt collector the only remedy they are entitled to would be a judicial foreclosure. However, knowing that they would not have to prove standing or the proper documentation they are attempting foreclosure through non-judicial foreclosure and thereby violating the FDCPA.

Further, Plaintiff is concerned that Defendant and DOES 1-10, unless restrained, will attempt to remove Plaintiff from the possession of the Subject Property by an unlawful detainer action. Defendants are knowledgeable that any such action would cause irreparable harm to the Plaintiff, as well as cause monetary compensation which will not afford adequate relief because Plaintiff's property is unique.

15
Plaintiff's Verified Complaint

Executed at Saugatuck, Michigan this 11th day of February, 2015.


Lesa Werme – Plaintiff in Pro Se